

In re:
Peggy S. Dennis
Debtor

Case No. 17-12856-pmm
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-4
Date Rcvd: May 21, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 23, 2021:

Recip ID	Recipient Name and Address
db	+ Peggy S. Dennis, 3554 Main Street, Birdsboro, PA 19508-8335

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 23, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 21, 2021 at the address(es) listed below:

Name	Email Address
GEORGE M. LUTZ	on behalf of Debtor Peggy S. Dennis glutz@hvmllaw.com amerkey@hvmllaw.com;r49419@notify.bestcase.com
KEVIN G. MCDONALD	on behalf of Creditor U.S. Bank National Association bkgroup@kmlawgroup.com
KEVIN G. MCDONALD	on behalf of Creditor U.S. Bank National Association et al ... bkgroup@kmlawgroup.com
LEON P. HALLER	on behalf of Creditor U.S. Bank National Association lhaller@pkh.com dmaurer@pkh.com;mgutshall@pkh.com
LISA MARIE CIOTTI	on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com ecf_frpa@trustee13.com
MATTEO SAMUEL WEINER	on behalf of Creditor U.S. Bank National Association bkgroup@kmlawgroup.com

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REBECCA ANN SOLARZ

on behalf of Creditor U.S. Bank National Association bkgroup@kmlawgroup.com

ROLANDO RAMOS-CARDONA

on behalf of Trustee SCOTT F. WATERMAN (Chapter 13) ecfmail@readingch13.com

SCOTT F. WATERMAN (Chapter 13)

ECFMail@ReadingCh13.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 10

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**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Peggy S. Dennis aka Peggy S. Marko <u>Debtor</u> U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) <u>Secured</u> <u>Creditor</u> vs. Peggy S. Dennis aka Peggy S. Marko <u>Debtor</u> Scott Waterman Esq. <u>Trustee</u>	CHAPTER 13 NO. 17-12856 REF 11 U.S.C. Section 362
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STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Secured Creditor on the Debtor's residence is **\$5,786.51**, which breaks down as follows;

Post-Petition Payments:	November 2020 at \$948.00
	December 2020 through May 2021 at \$898.20/month
Suspense Balance:	(\$550.69)
Total Post-Petition Arrears	\$5,786.51

2. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$5,786.51**.

b). Secured Creditor shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$5,786.51** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due June 1, 2021 and continuing thereafter, Debtor shall pay to Secured Creditor the present regular monthly mortgage payment of \$898.20 (or as

adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Secured Creditor shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Secured Creditor shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting Secured Creditor immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Secured Creditor shall file a Certification of Default with the Court and the Court shall enter an order granting Secured Creditor relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 4, 2021

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Secured Creditor

Date: May 18, 2021


George M. Lutz, Esquire.
Attorney for Debtor

Date: May 19, 2021

/s/Rolando Ramos-Cardona for
Scott Waterman, Esquire
Chapter 13 Trustee

Approved by the Court this 21st day of May, 2021. However, the court retains discretion regarding entry of any further order.

Date: May 21, 2021


Bankruptcy Judge
Patricia M. Mayer